

# **Background Information For New Water Supply Agreement Negotiation**

Prepared by:

John Olaf Nelson

and delivered at Workshop No. 1

held on September 20, 2001

at the Santa Rosa Veterans Memorial Hall



---

***John Olaf Nelson Water Resources Management***

*1833 Castle Drive, Petaluma, CA 94954*

*Ph: (707) 778-8620, Fx: (707) 778-3566, [jonolaf@home.com](mailto:jonolaf@home.com)*

### **Acknowledgement**

While many persons helped contribute information to this packet of information, I particularly wish to acknowledge the help of staff of both the Sonoma County Water Agency – particularly Pam Jeane, Khrishna Kumar, Ellen Dowling, Kiergan Pegg, and the City of Santa Rosa – Virginia Porter for providing data, information, some of the tables and all of the colored attachments.

## Contents

	Page
Introduction .....	1
Sonoma County Water Agency.....	1
Water Supply Functions of SCWA .....	2
SCWA Water Supply System .....	2
Water Supply History .....	4
The Eleventh Amended Agreement for Water Supply .....	6
<i>New Facilities Authorized by the Agreement and Estimated Costs</i> .....	6
<i>Water Demand</i> .....	7
<i>Entitlements</i> .....	7
<i>Surplus Water</i> .....	8
<i>Local Supplies</i> .....	8
<i>Allocation of Costs</i> .....	8
<i>Role/Powers of the Water Advisory Committee</i> .....	8
MOU Regarding Interim Impairment .....	9
Need for New Agreement.....	10
Parties to the New Agreement .....	10
Schedule for Negotiations and Public Outreach .....	11

## **Figures**

Fig 1 – Typical Aqueduct Demand Distribution

Fig 2 – Capital Spending for Water Supply and Transmission System Project

Fig. 3 – Historic and Projected Aqueduct Demand

## **Tables**

Table 1 – Table of Contents of Eleventh Amended Water Supply Agreement

Table 2 – History of Eleventh Amended Water Supply Agreement

Table 3 – Water Supply and Transmission System Project Long Range Capital Program  
Summary

Table 4 – SCWA Schedule of Actual Water Deliveries in Acre-ft by Customer Type, FY 2001

Table 5 – Entitlements of Contractors, Eleventh Amended Agreement for Water Supply

Table 6 – Powers of the WAC

Table 7 – Recap of MOU Regarding Water Transmission System Capacity Allocation During  
Temporary Impairment

Table 8 – Timeline for Negotiation of New Water Supply Agreement

## **Attachments**

Russian River Watershed

SCWA Russian River Water Supply System

SCWA Transmission System Service Area

SCWA Transmission System Facilities – Existing and Proposed

## **Important Websites**

1. SCWA (with links to all Water Contractors and Parties to the negotiation):  
[www.scwa.ca.gov](http://www.scwa.ca.gov)
2. Water Advisory Committee: above + then click on “WAC” tab in left hand column
3. New Agreement Negotiation: immediately above + click on “New Agreement” tab at top of  
page
4. Watershed Information: <http://endeavor.des.ucdavis.edu/newcara/>
5. California Urban Water Conservation Council: [www.cuwcc.org](http://www.cuwcc.org)

## **Introduction**

The purpose of this document is to provide pertinent background information on the water supply agreements between the Sonoma County Water Agency (SCWA) and the major cities and water districts it serves. About 505,700 persons in Sonoma and Marin Counties benefit directly from the potable water supply made available by these vital facilities. The government officials responsible for the local water systems and SCWA officials have decided to pursue negotiation of a new water supply agreement. Further, they have decided to seek public involvement and comments early on and during the process. This input will be taken into consideration by the officials as they make decisions on the proposed new agreement. Six public workshops are planned over the next two years. In addition a website has been set up to provide information and receive and post comments.

If you are reading this document it is because you are concerned about water, its quality, whether there will be enough, its cost, how we use it, or the footprint we leave on the environment and how we can minimize and mitigate that footprint. Let me take this opportunity to welcome you to this process on behalf of the parties to the negotiation and thank you for your concern and ideas.

## **Sonoma County Water Agency**

The Sonoma County Water Agency, a special act district originally called the Sonoma County Flood Control and Water Conservation District, was created by the California Legislature in 1949, and operates under the direction Sonoma County Board of Supervisors who act in exofficio capacity as Directors of SCWA. The SCWA has the authority to produce and furnish surface water and groundwater for beneficial uses; to control floodwaters; to generate electricity; to dispose of wastewater; and to provide recreational facilities in connection with facilities. The SCWA currently exercises all of these powers. The SCWA is headquartered in Santa Rosa and has an authorized workforce of 216. In FY 2002 (July 1, 2001 – June 30, 2002) the recommended budget for SCWA was \$93 million (includes capital outlay). Breakdown is approximately 51% for water supply and Russian River Project activity, 39% for wastewater services, 8% for flood control and 2% for miscellaneous services.

## **Water Supply Functions of SCWA**

Since its creation in 1949, SCWA's role as a water supplier has evolved into two primary responsibilities:

- Operation of the Russian River Project. The SCWA is the local sponsor for two federal water supply/flood control reservoir projects in the Russian River watershed: Coyote Valley Dam (Lake Mendocino) and Warm Springs Dam (Lake Sonoma). Under operational agreements with the U.S. Army Corps of Engineers, the SCWA manages the water supply storage space in these reservoirs to optimize the water supply yield of the system and maintain flows in the Russian River and Dry Creek. The SCWA holds water rights to store Russian River and Dry Creek flows and deliver water released from Lake Mendocino and Lake Sonoma to the SCWA's water contractors, who in turn deliver the water to their customers. The boundaries of the Russian River Watershed are shown on the tip out attachment entitled "Russian River Watershed".
- Operation of the water supply and transmission system. The SCWA diverts, pumps and delivers water to its customers through its water supply and transmission system. The Eleventh Amended Agreement for Water Supply provides the authority for the financing and construction of diversion facilities, transmission lines, water storage tanks, booster pump stations, and any appurtenant facilities necessary to meet peak month deliveries of up to 148.9 million gallons per day (mgd) plus 20.0 mgd of standby capacity plus emergency well capacity as determined necessary by the Water Advisory Committee (WAC).

Excellent information about the Russian River Watershed can be found on the Internet at <http://endeavor.des.ucdavis.edu/newcara/>, click on "Search by Basin", then select "Russian" in the dialog box. This site was initiated by the California Resources Agency and is a computer-based data management system designed to give resource managers, policy-makers, landowners, scientists and interested citizens rapid access to essential information and tools with which to make sound decisions about the conservation and use of California's rivers.

## **SCWA Water Supply System**

The SCWA owns and operates diversion facilities on the Russian River in the Hacienda to Wholer Bridge area which are supplied with water from the natural flow of the Russian River, water stored in winter for later release from Lake Sonoma, and water stored in winter and other times of year for later release from Lake Mendocino. Lake Sonoma is created by Warm Springs Dam and Lake Mendocino is created by Coyote Dam. These dams are federal projects under the jurisdiction of the U.S. Army Corps of Engineers. The SCWA contracts with the Corps for water stored and released from the water supply pool of each dam. The water supply pool of Lake Sonoma is 212,000 acre-ft and for Lake Mendocino is 70,000 acre-ft.

Lake Mendocino also recaptures water released into Potter Valley by P.G. & E., which operates a hydropower generation station at the head of Potter Valley. Water for the power station is diverted through a tunnel from the South Fork of the Eel River via the Cape Horn Dam regulation facility. Power production is optimized by the storage of water in Lake Pillsbury (created by Scott Dam) located on the South Fork of the Eel River. The water storage capacity of Lake Pillsbury is 86,400 acre-ft. These Eel River facilities are all owned by P.G.& E. About 8% of the Eel River watershed area lies upstream of these facilities.

Using the natural channel of Dry Creek and the Russian River, SCWA diverts water from the river near Wholer Bridge via 5 Ranney Collectors (large diameter shallow wells about 90 ft deep relative to the stream bed). Each collector is fitted with a motor housing about 40 ft above streambed which pumps water into the aqueduct system. The collectors extract water through an array of perforated laterals extending about 140 ft horizontally in a spoke-like pattern from each well. Water reaching the collector has therefore percolated through about 90 ft of natural sand and gravels making up the bed of the river. The water is highly polished (very low turbidity) and only needs the addition of chlorine to meet California Department of Health Services water quality criteria for a potable supply.

A system of aqueducts, booster pumps and tanks then distribute the water to various major water contractors and a handful of other SCWA customers located to the South of the Russian River in Sonoma and Marin Counties. The water contractors operate retail water systems that provide

water principally for municipal use. Residential use dominates and accounts for about 67% of all use.

The tip out attachment entitled “The Russian River Water Supply System” schematically depicts the surface water storage, Russian River channels and diversion, treatment and aqueduct facilities that comprise this system.

### **Water Supply History**

The SCWA first began supplying water in 1959, following completion of the multipurpose (flood control/water supply/recreation) Coyote Valley Dam and Reservoir Project (CVDP) - approved by Congress in 1950. Coyote Valley Dam (Lake Mendocino), is located on the East Fork Russian River north of Ukiah, and first began storing water in 1959. General obligation bonds to finance SCWA's share of the construction costs allocated to water supply were approved in 1955 by Sonoma County voters. In March 1956, the SCWA made the required cash contribution to the federal government for its share of the water supply storage component of the CVDP. These payments satisfied the entire local cost-share obligation for the CVDP except for the obligation to maintain erosion control structures constructed downstream in Sonoma County as part of the CVDP.

In the same year that the CVDP was completed, the SCWA began supplying water to the City of Santa Rosa. The initial water delivery system consisted of the Santa Rosa Aqueduct and two Ranney collector wells adjacent to the Russian River just upstream of Wholer Bridge. Between 1959 and 1963, the SCWA's water transmission system was expanded by the addition of three aqueducts serving Forestville Water District (WD), the City of Petaluma, North Marin WD in Novato, the City of Sonoma and Valley of the Moon WD in the Sonoma Valley. To finance these pipelines, referred to as the Forestville, Petaluma, and Sonoma Aqueducts, the SCWA entered into separate contracts with each city and water district served by the pipelines.

The SCWA first contracted with the United States Government for water storage space in Lake Sonoma in December 1964. The contract was amended most recently in 1982. Under the contract, the SCWA is obligated to repay the United States Government the full cost of the facilities allocated to water supply. The currently outstanding costs are estimated at approximately \$98.5 million. The SCWA must also pay a portion of the annual operation and

maintenance costs of the Warm Springs Dam Project, as well as a portion of any future major replacement, rehabilitation, and dam safety costs. The U.S. Government pays for the cost of operating and maintaining a fish hatchery and recreation facilities at Lake Sonoma.

On April 17, 1986, the, the entity responsible for administering water rights in California, established criteria for the coordinated operation of Lake Mendocino and Lake Sonoma. The State Water Resources Control Board amended the SCWA's water rights permits to allow the diversion and re-diversion of 75,000 acre-ft per year at a maximum rate of 180 cubic ft per second.

By 1974, the SCWA's water deliveries increased to 26,000 acre-ft per year. In order to meet increasing water demand, in 1969 the SCWA developed a plan to expand the SCWA's water intake and transmission capacity to 92 mgd and the present system of collectors and infiltration ponds and aqueducts resulted and were authorized by the current water agreement which was first signed in October 24, 1974. This agreement was subsequently amended eleven times. The water contractors who are signatories to the agreement are the Cities of Cotati, Petaluma, Santa Rosa, Rohnert Park, and Sonoma, and the Forestville, North Marin and Valley of the Moon Water Districts. The 1974 agreement superseded and replaced the prior individual agreements.

Marin Municipal WD also had an opportunity to join in the 1974 agreement but its voters turned down the proposal set forth by that district. Subsequently Marin Municipal WD entered into a series of separate agreements with SCWA for the purchase of water from the aqueduct system when capacity is available and not being use to deliver entitlements to the water contractors who signed the 1974 agreement. Since use of the aqueduct system by these water contractors exhibits the traditional bell shaped curve (see Figure 1) there is always capacity for Marin Municipal to use in the off-peak months. The agreements reached between the SCWA and Marin Municipal over the years are now consolidated in an agreement signed in 1996 entitled "Supplemental Water Supply Agreement". Marin Municipal also maintains a separate agreement with North Marin WD for use of the North Marin Aqueduct, which extends from Petaluma to Novato.

The Town of Windsor did not exist as a municipality in 1974. A growing city, it derives most of its supply directly from the Russian River under authority of water permits held by SCWA. It does have a connection to the SCWA aqueduct near the County airport and is currently included as one of SCWA's "other Agency customers" in the Eleventh Amended Agreement.

The service area of the water contractors and Marin Municipal WD is shown in the attachment entitled “SCWA Transmission System Service Area”.

### **The Eleventh Amended Agreement for Water Supply**

*New Facilities Authorized by the Agreement and Estimated Costs:* The Eleventh Amended Agreement for Water Supply was approved on January 26, 2001. Contents of the agreement are shown on Table 1. The complete text of the agreement is available at the Water Advisory Committee’s new website ( [www.scwa.ca.gov](http://www.scwa.ca.gov), click on “WAC”). A history of changes to the original agreement and principal purpose is contained in Table 2. Under this agreement the water contractors are obligated to pay the cost of operating and maintaining the water transmission. SCWA is obligated to construct certain significant additional facilities estimated to cost \$183 million (in terms of present worth 2001 dollars), as they are needed. The tip out attachment entitled “SCWA Transmission System Facilities Existing and Proposed” shows a schematic of facilities. The facilities consist of pipelines (aqueducts), water storage tanks, pump stations, and a new collector at the River located at the bend above the Wholer Bridge. In addition to building pipelines in advance of need, the agreement commits SCWA to maintain River diversion capacity at 20 mgd greater than the average day of maximum month demand and maintain tank storage capacity greater than 1.5 x average day of maximum month demand. These safety factors are designed to mitigate unforeseen outages and other emergencies.

The a very recent report “SCWA Water Supply and Transmission System Project Economic and Financial Report, September, 2001” (Financial Report) SCWA estimates phased construction of these facilities over the next 36 years. Figure 2 shows SCWA estimate of how spending will occur over that period. Table 3 shows a breakdown of these capital expenditures between:

- Common Facilities such as collectors, treatment, pumps, etc. which benefit all customers of SCWA
- Storage Facilities such as storage tanks and appurtenant facilities designed to meet demands in excess of average day of the month demand. These benefit all contractors except North Marin WD and Marin Municipal WD who are too far away and must build their own local storage tanks.

- Pipeline or Aqueduct Facilities. These are broken down by segment, each serving customers downstream or who draw water from said segment.
- Cash Breakouts for North Marin WD and Marin Municipal WD: North Marin because in the past it has chosen to “cash out” on aqueduct facilities it shares a cost in, having preferred historically to raise its own financing; and, Marin Municipal WD who is assumed will be financing its cost of the new parallel aqueduct facilities necessary to serve it.

**Water Demand:** Figure 3, shows historic aqueduct system deliveries and projected deliveries to the water contractors and Marin Municipal WD. In the fiscal year just ended (FY 2001), total aqueduct deliveries to all customers was 62,023 acre-ft distributed as shown in Table 4. From FY 2001 to FY 2037, the SCWA’s latest projection contained in the Financial Report for revenue production purposes estimates demand on the aqueduct system will grow to 88,400 acre-ft, an annual compound growth rate of 1.0% per year. Compared to existing demand levels, that’s an overall increase in demand of 43% over the 36 year period. For scheduling facility construction, SCWA used a peak month demand forecast based on demand experienced during the 12 year period ending with 1998..

**Entitlements:** Under the agreement the water contractors have fixed water delivery entitlements, which collectively total 133.4 mgd. Another 2.7 mgd is set-aside for other SCWA customers. Furthermore, Marin Municipal can receive up to 12.8 mgd during the peak summer months provided it does not interfere with deliveries of entitlements to any water contractor. These entitlements are detailed in Table 5. Note that entitlements are set forth in terms of two parameters, (1) maximum deliveries in millions of gallons per day measured as the average day of any month (weather conditions generally dictates that the peak month always occurs in the summer and generally is coincident for water contractors heavily dependent on the SCWA aqueduct for their source of supply); and, (2) annual volume limits stated in acre-ft per year. These annual volumes are derived from the annual demand estimated to serve the adopted General Plan(s) covering the water service area of a given water contractor and are caps on deliveries available under the agreement. Unless the officials responsible for approving General Plans increase the amount of development and or make other changes to their General Plans that change water demand, these caps cannot be changed. It is contemplated that once a new General Plan is adopted for a given area, the water to serve same will be calculated. The annual limit set forth in the agreement may then be modified provided it is for the purpose of conforming same to the new plan.

***Surplus Water:*** In addition to water deliveries to water contractors, surplus water can be made available to for certain select purposes (irrigation of crops, replacement of water in lakes, and replenishment of groundwater basins). Surplus water can be interrupted at any time water is needed for the water contractors and is sales are relatively minor in volume – amounting to 300 to 400 acre-ft per year in recent years, less than 1% of all sales.

***Local Supplies:*** Many of the water contractors in addition have local supply facilities - generally wells (except in the case of North Marin WD which obtains a surface supply from Stafford Lake on Novato Creek). A June 2000 inventory of local reliable capacity stated to be available by the water contractors amounted to a total of 11.4 mgd, not including Marin Municipal WD who receives about 25% of its current annual demand from the River.

***Allocation of Costs:*** The agreement requires payment of operating and maintenance (O&M) costs on an acre-ft of use basis. The O&M rate set by SCWA includes the cost of conservation program support provided to water contractors (currently \$15 million being spent over a 10 year period) and can be surcharged, if approved by the WAC to raise funds that can be rolled over into capital funds to enable “pay-as-you-go” financing for Common and Storage facilities. Capital outlays for aqueducts have historically been financed by bonds and repaid over time via revenue collected from aqueduct rates. Outstanding bonded debt is expected to be fully retired within about two years. Aqueduct rates differ for water contractors and depend on which aqueduct the contractor is drawing water from. Some aqueducts benefit all or most of the contractors and the debt service on these is prorated on an entitlement basis and allocated to the aqueduct the contractor is served from. The current total rate paid by the water contractors varies from \$359 to \$383 per acre-ft depending on which aqueduct service is provided from.

Faced with the massive costs of the new planned improvements, it is not believed feasible to “pay-as-you-go” and SCWA will need to turn to major debt financing.

***Role/Powers of the Water Advisory Committee:*** The WAC is made up of one representative named by each water contractor. Each WAC member is allocated a weighted vote, which is proportionate to each contractor’s entitlement shown in Table 5. An affirmative vote requires more than 50% of the weighted votes plus affirmation of 5 of the 8 water contractors. Currently other Agency customers and Marin Municipal WD have no vote although Marin Municipal sits

on the WAC and participates fully in discussions. During the course of the eleven amendments, notwithstanding that the Board of Directors of SCWA make all final decisions and are fully responsible for operation of the water supply and transmission system, the WAC has garnered more authority. Its current powers are enumerated in Table 6.

### **MOU Regarding Interim Impairment**

In the past decade, challenges in meeting new regulations from many sectors, particularly meeting the requirements of the California Environmental Quality Act and the Federal Endangered Species Act have contributed to the SCWA falling behind in building capacity ahead of need. A principal safety factor in the agreement has been eroded. In December of 1999, the SCWA announced that production capacity was limited to 84 mgd and that an interim impairment condition existed with particular regard to meeting peak demands during summer hot spells. Production capacity also drops to low levels when inflating the rubber dam located in the riverbed near Wholer Bridge is delayed in late spring or deflated early in the fall for fishery purposes. The purpose of this seasonal dam is to permit diversion of and increase the depth of water in the riverbed ponds maintained by SCWA to enhance percolation of water into the underground aquifers that feed the Ranney Collectors. In response the SCWA, water contractors, Marin Municipal WD and the Town of Windsor entered into an agreement entitled “Memorandum of Understanding Regarding Water Transmission System Capacity Allocations During Temporary Impairment” dated March 1, 2001 (MOU). A recap of the main provisions of the MOU is shown in Table 7. The MOU supplants and augments the Eleventh Amended Water Supply Agreement in several important ways:

- Local water production capability is recognized and encouraged
- The available SCWA supply is allocated among the parties through the summer of 2005 (Table 1 of the MOU)
- Three priority elements of the new transmission system improvements are identified (Collector 6, the north segment of parallel Petaluma Aqueduct from Cotati tanks to Ely Booster, and the segment of parallel Sonoma Aqueduct from Eldridge tanks to Madrone Road)
- Expansion of water conservation efforts, construction of recycled water projects and increased standby local supply projects that reduce peak month demand on the aqueduct system is encouraged and a funding and WAC approval mechanism put in place.

- A number of special conservation efforts running the gamut from consideration of tiered water rates to retail customers to mandatory installation of meters are enumerated.
- Requirement to sign on the Memorandum of Understanding Regarding Urban Water Conservation, joining as a member of the California Urban Water Conservation Council and committing to implement best water conservation management practices promulgated and from time to time updated by that organization.

### **Need for New Agreement**

At this time then, three separate agreements cover water service to the major cities and districts obtaining water from the aqueduct system, the Eleventh Amended Agreement for Water Supply, the MOU Regarding Water Transmission System Capacity Allocations During Temporary Impairment, and the Supplemental Water Supply Agreement providing water supply to Marin Municipal WD. Given the need to better service the water needs of customers, meeting the challenge of building new system elements, implementing conservation, recycling and standby or augmented local supply, understanding and responding to the challenges of the Endangered Species Act, management and care for the Russian River, issues over the Eel River diversions, and planning, coordinating and managing all of these interrelated and often competing needs, the SCWA and the WAC, joined by Marin Municipal WD and the Town of Windsor, seek to negotiate a new water supply agreement and to include in the process a serious effort to reach out and seek input early on from the public and keep the public informed and involved as the process unfolds. In August, John Olaf Nelson Water Resources Management (JONWRM) was hired by the parties to act as a facilitator for this process, a subcontract with Sonoma State University provides that Tom Jacobson, Associated Professor of Environmental Studies will provide lead facilitation services at the public workshops and provide other valuable assistance to the process.

### **Parties to the New Agreement**

The parties to the new agreement negotiation are the Cities of Cotati, Petaluma, Santa Rosa, Rohnert Park, and Sonoma; the Town of Windsor; the Forestville, North Marin, Marin Municipal and Valley of the Moon Water Districts; and, the Sonoma County Water Agency – eleven in all.

## Schedule for Negotiations and Public Outreach

A schedule has been approved by the parties and is shown in Table 8. It calls for completion of negotiations within two years. Currently the schedule contemplates six public workshops to be held on Thursday evenings between 7:00 PM and 9:00 PM. The parties have approved the first two. At this point the subject of the workshops and schedule looks like this:

September 20, 2001	Background/ Identify Issues and Elements for Vision Statement
December 6, 2001	Discuss Issues (City of Sonoma Veteran's Hall)
February, 2002*	Discuss Agreement Framework
April, 2002*	Review Initial Draft of Agreement
July, 2002*	Discuss Endangered Species Act Issue
March, 2003*	Review Final Draft of Agreement

\* Location and date yet to be scheduled.

These workshops are in addition to traditional opportunities the public will have on commenting on the proposed new agreement; such as presenting statements at public hearings held by any of the parties, approaching elected officials, etc.

In addition, the parties have prepared a website for posting of information, notices and the current schedule and for obtaining comments. Go [www.scws.ca.gov](http://www.scws.ca.gov), then click on "WAC", click on "New Agreement", click on "Public Outreach", and then go down the page and click on "click here to enter your comments". For those who do not have Internet access, feel welcome to mail or fax your comments directly to:

John Olaf Nelson Water Resources Management  
1833 Castle Drive, Petaluma, CA 94954  
Fx: (707) 778-3566, [jonolaf@home.com](mailto:jonolaf@home.com)

The plan is to post all comments on the website and try to update it weekly. Comments will be posted anonymously unless you check the box that says "Check here if you wish your name to appear with your comment when posted". In that way interaction between persons commenting will be an option.

**Fig. 1 - Typical Aqueduct Demand\* Distribution of Water Contractors**

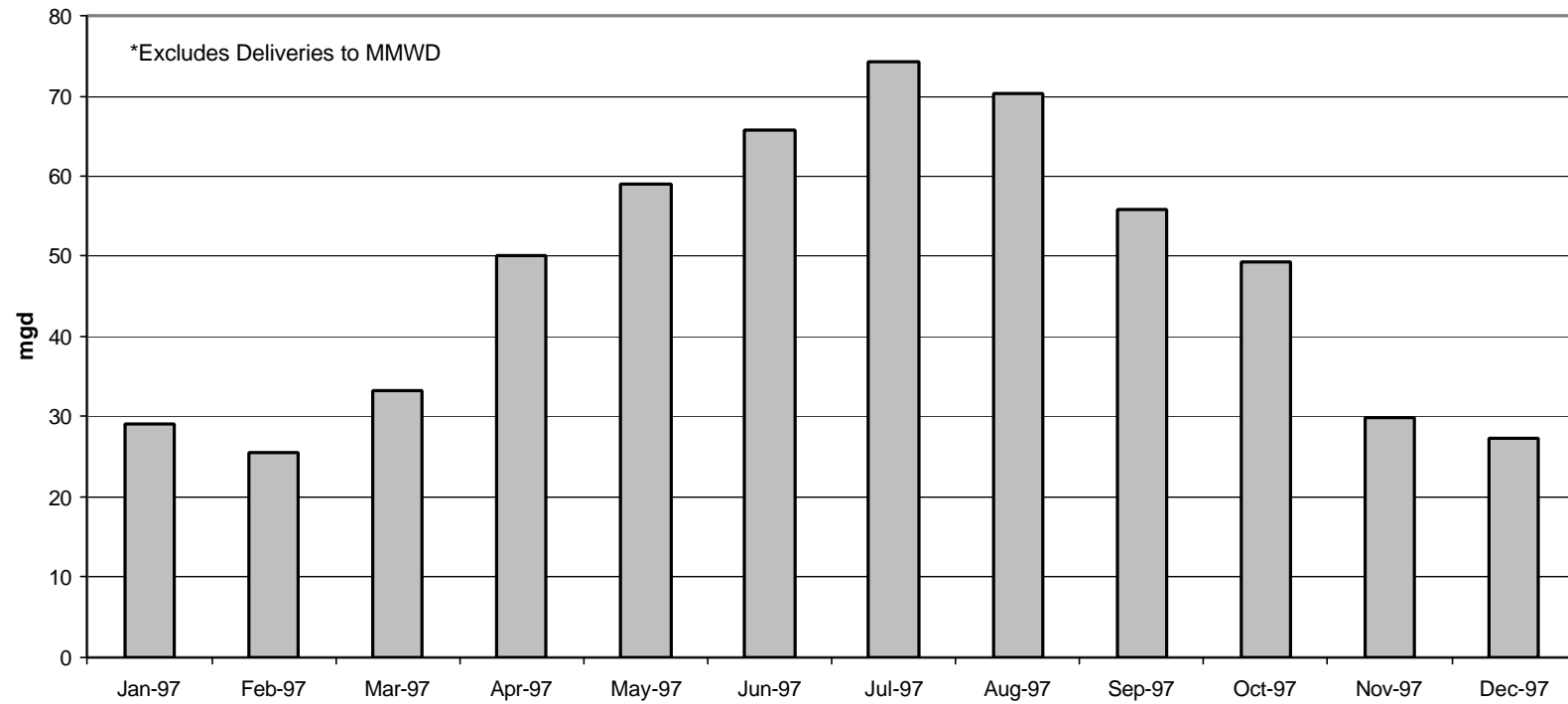


Fig. 2 - Capital Spending for Water Supply and Transmission System Project

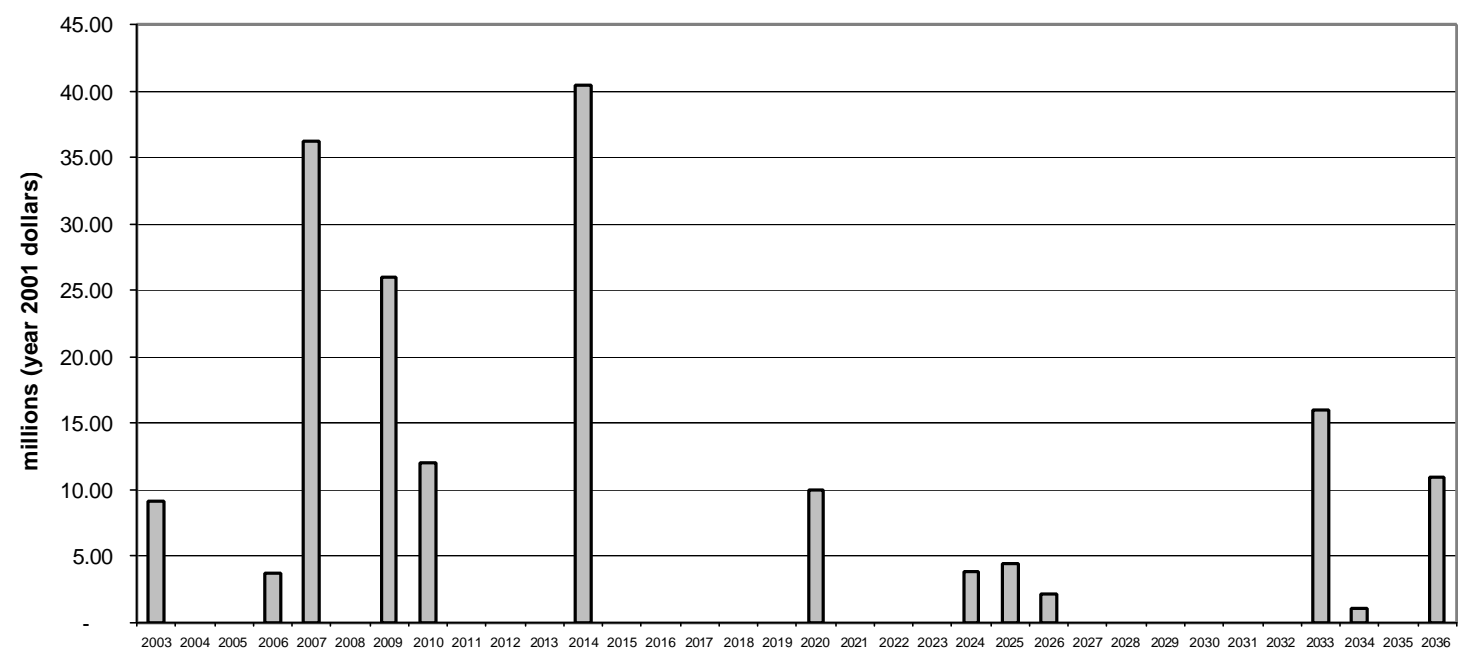
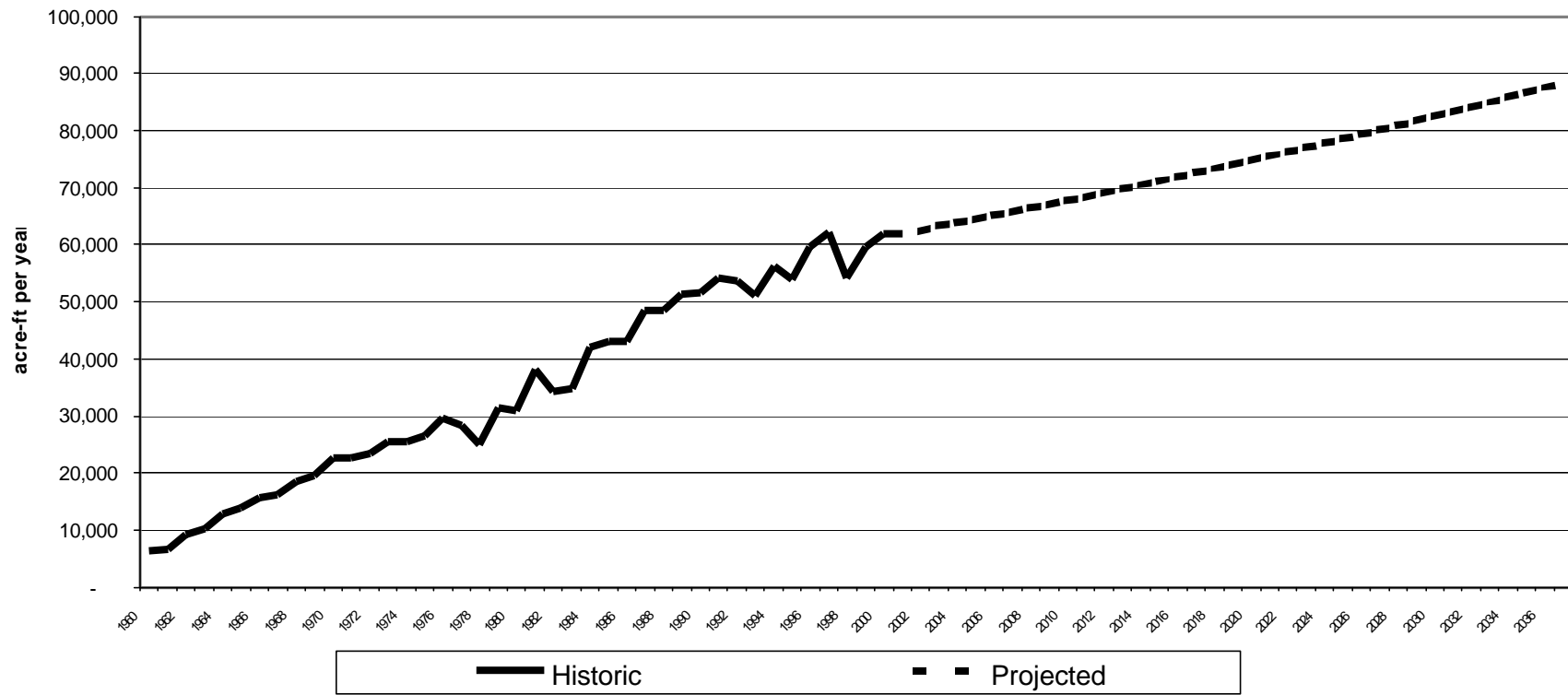


Fig. 3 - Historic and Projected Aqueduct Demand



**Table 1**

**TABLE OF CONTENTS**  
**ELEVENTH AMENDED AGREEMENT FOR WATER SUPPLY**

**PART I - GENERAL**

1.1	Definitions	1
1.2	Recital of Purposes	6
1.3	Term of Agreement	7
1.4	Previous Agreement Superseded	7
1.5	Enforcement	7
1.6	Amendments	7
1.7	Pledge of Revenues	8
1.8	Books, Records and Accounts	9
1.9	Water Contractors' Duty to Provide Funds	9
1.10	Severability	10
1.11	Third Party Beneficiaries	10
1.12	Water Conservation Requirements	10

**PART 2 - ACQUISITION, CONSTRUCTION, OPERATION AND MAINTENANCE**

2.1	Financing Additions to the Existing Transmission System	11
2.2	Scheduling of Additions and Replacements to the Existing Transmission System	11
2.3	Further Modifications to the Transmission System	12
2.4	Potter Valley Project	13
2.5	Water Conservation Measures	13
2.6	Operation and Maintenance	13

**PART 3 - WATER SUPPLY**

3.1	Delivery Entitlements of Water Contractors	14
3.2	Conditions on Other Agency Customer Deliveries	16
3.3	Deliveries in Excess of Entitlements	17
3.4	Surplus Water	18
3.5	Shortage of Water and Apportionment	18
3.6	Fire Fighting Service	20
3.7	Quality of Water	21
3.8	Points of Delivery	21
3.9	Risk of Loss and Responsibility	21
3.10	Place of Use of Water Delivered to North Marin	22
3.11	Measurement	22
3.12	Marin Municipal Water Deliveries	22

## PART 4 - CHARGES AND PAYMENTS

4.1	Separate Charges and Funds	24
4.2	Operation and Maintenance Charge	24
4.3	Santa Rosa Aqueduct Capital Charge	25
4.4	Forestville Aqueduct Capital Charge	26
4.5	Sonoma Aqueduct Capital Charge	27
4.6	Petaluma Aqueduct Capital Charge	28
4.7	Allocation of Capital Costs to North Marin	29
4.8	Remaining Facility, Additional Facility, and Replacement Facility Capital Cost Payments by North Marin	30
4.9	Payment of Remaining Facilities, Additional Facilities, Replacement Facilities and Potter Valley Project Capital Costs	31
4.10	Aqueduct Revenue Bonds Charges	32
4.11	Storage Facilities Revenue Bonds Charge	34
4.12	Common Facilities Revenue Bonds Charge	35
4.13	North Marin Revenue Bonds Charge	36
4.14	Power Revenues	37
4.15	Payment for Surplus Water and Water Sold to Marin Municipal	37
4.16	Minimum Payments by Other Agency Customers	38
4.17	Payment of Russian River Conservation Charge and Russian River Projects Charge by North Marin	38
4.18	Billing and Time of Payment	40

## PART 5 - WATER ADVISORY COMMITTEE

5.1	Purpose	41
5.2	Powers	41
5.3	Composition	41

(Effective January 26, 2001)

**Table 2 - History of Eleventh Amended Agreement**

<b>Agreement Amendment and Date</b>	<b><i>Pertinent information/changes</i></b>	<b>Other related actions/ documents</b>
Original 10/25/74	Much of the framework of the current Eleventh Amended Agreement was present in the original. Purpose: provide potable water for water contractors and provide payment to SCWA; operating expenses and bonds to be paid from revenues; SCWA to construct Russian River-Cotati Intertie; defines surplus water as water that is available in excess of the requirements of SCWA's regular customers; outlines apportionment in shortage; establishes framework for cost-share of each aqueduct capital expenses; creates the Water Advisory Committee; establishes special lump-sum payment option for North Marin; sets forth entitlements in terms of average day of month demand for water contractors (Santa Rosa – 50.0 mgd, Petaluma – 17.0 mgd, North Marin WD – 11.2 mgd, Valley of the Moon WD – 4.7 mgd, Sonoma – 3.3 mgd, Cotati 1.7 mgd, Forestville WD – 1.5 mgd, Rohnert Park – 1.0 mgd, and other SCWA customers – 1.6 mgd or total of 92.0 mgd).	
Supplement to original 2/10/75	In reaction to State Board decision, confirms contractor's commitment to make payments to SCWA per original agreement, and confirms SCWA's commitment to satisfy its obligations to the contractors	State Water Resources Control Board Order No. WR 74-30 limiting SCWA's diversions
Amendment 1 6/17/75	Adds "offpeak water" and defines it as a special class of surplus water that is primarily available during fall, winter, and authorizes the sale of 4,300 AF/yr of offpeak water to MMWD; amends shortage allocation provisions to provide that offpeak water has a higher priority than surplus water; establishes rate for water sold to MMWD	<i>Offpeak Water Supply Agreement</i> with MMWD (7/3/75)
Amendment 2 3/24/76	Reduces North Marin's payment for the capital cost of constructing the Intertie Project because construction costs were lower than anticipated	
Amendment 3 3/16/77	Adds authority for funding and construction of emergency wells with 7 mgd capacity; and allocates same in proportion to entitlements.	Severe drought (1976-1977)
Amendment 4 5/19/80	Authorizes expenditure of surplus funds from the capital charges for the Intertie Project to be expended to construct remaining features of the project.	
Amendment 5 4/13/82	Authorizes issuance of revenue bonds, defines payment obligations, and adds new definition of the Intertie Project; adds Warm Springs Hydroelectric Project as an authorized facility; assigns revenues from Warm Springs power sales to operation of the water transmission system; adds the Russian River Conservation Charge for North Marin in lieu of new additional property taxes paid by Sonoma County residents for Warm Springs Dam	Repayment Schedule for Warm Springs Dam entered into. (SCWA and U.S. Corps of Engineers, 10/1/92).
Amendment 6 8/28/84	Changes offpeak and surplus water definition to conform to new MMWD agreement	- SWRCB Decision 1610 - ('86) - <i>First Amended Offpeak Water Supply Agreement</i> with MMWD (8/28/84) - Lake Sonoma fills for the first time ('86)
Amendment 7 12/17/90	Authorizes surplus O&M reserves to pay authorized remaining facilities (except storage facilities); authorizes funds from Storage Facilities Capital Charge to pay capital costs of the remaining features of the Intertie Project	<i>Second Amended Offpeak Water Supply Agreement</i> with MMWD (1988)

Amendment 8 5/19/92	Adds pH control system and early warning system to the definition of the Intertie project; establishes authority for SCWA to acquire Kastania pumping plant and portions of North Marin Aqueduct; expands authority of WAC to approve studies, technical reports, etc. for system expansion, to approve acquisition of certain facilities, to approve agreements with MMWD; redefines apportionment during shortage and offpeak water to include new and amended agreements with MMWD; redefines cost of water to MMWD; authorized sale of an additional 10,000 AF/yr. to MMWD	<i>Agreement for the Sale of Water between the Sonoma County Water Agency and the Marin Municipal Water District (10/22/91)</i>
Amendment 9 6/28/95	Establishes authority for SCWA, subject to approval of WAC, to acquire Potter Valley Project or to make payments to the owner of the Project to insure continued operation; defines and establishes the Russian River Projects Fund and defines projects that can be funded with these monies; modifies the vote weighting for the WAC from total payments basis to entitlement basis and adds the requirement that both 50% of the weighted vote and the affirmative vote of at least 5 of the 8 represented agencies is required for approval; adds selection process for WAC chairperson.	
Amendment 10, 11/14/97	Adds authority to fund water conservation measures; removes outdated language re projects already built and adds language to authorize additions to the existing transmission system; adds language to limit peaking off SCWA's system, and establishes limits on the annual rate of increase of delivery; incorporates provisions of MMWD's new agreement; expands WAC authority to include determination of O&M reserve levels necessary to produce additional revenues to pay the capital costs of common facilities and storage facilities, authorizes WAC to hire consultants for up to \$30,000 annually for WAC purposes; establishes General Manager of MMWD as a non-voting participant in the WAC; allocates charges for Intertie aqueduct revenue bond charges in proportion to peak capacity in the aqueduct.	<i>Supplemental Water Supply Agreement with MMWD. (This agreement incorporates all of the agreements with MMWD into one document.) (1/25/96)</i>
Amendment 11, 1/26/01	Defines new Water Supply and Transmission System Project (WSTSP). Increases monthly entitlements but adds annual acre-foot entitlement caps consistent with current adopted General Plans as follows: Santa Rosa – 56.6 mgd average day of maximum month / 29,100 AF annual cap, Petaluma – 21.8 mgd/13,400 AF, North Marin WD – 19.9 mgd/14,100 AF, Valley of the Moon WD – 8.5 mgd/3,200 AF, Sonoma – 6.3 mgd/3,000 AF, Cotati 3.8 mgd/1,520 AF, Forestville WD – 1.5 mgd (no annual cap as no change in entitlement), Rohnert Park – 15.0 mgd/7,500 AF, and other SCWA customers – 2.7 mgd (no annual cap) for total of 136.1 mgd average day of maximum month demand and 71,820 AF annual cap (annual cap excludes Forestville WD and Other SCWA customers). Provides annual caps can be changed if General Plans change. Adds authority to fund and build WSTSP. Adds specific requirements for conservation (equal to or better than BMPs promulgated by Calif. Urban Water Conservation Council) and penalties for non-compliance.	- SCWA WSTSP EIR (1998) - Impairment Condition (12/99) and resulting MOU (3/1/01)

Note: Table compiled by the City of Santa Rosa with assistance of John Olaf Nelson and Robert F. Beach.

Table 3

**Water Supply and Transmission System Project**  
**Long Range Capital Program Summary**  
**(In 2001 Dollars)**

FISCAL			PIPELINE FACILITIES				NORTH	MARIN	
YEAR	COMMON	STORAGE	SANTA ROSA	PETALUMA	SONOMA	FORESTVILLE	MARIN	MUNICIPAL	TOTAL
2002-03	4,900,000	4,200,000							9,100,000
2004-05	-	-	-	-	-	-	-	-	-
2005-06	-	3,700,000	-	-	-	-	-	-	3,700,000
2006-07	-	2,800,000	-	16,250,000	2,800,000	-	4,450,000	9,900,000	36,200,000
2008-09	20,400,000	5,550,000	-	-	-	-	-	-	25,950,000
2009-10	-	12,100,000	-	-	-	-	-	-	12,100,000
2011-12	-	-	-	-	7,050,000	-	-	-	7,050,000
2013-14	-	-	2,350,000	16,550,000	4,500,000	-	6,900,000	10,150,000	40,450,000
2019-20	10,000,000	-	-	-	-	-	-	-	10,000,000
2023-24	-	3,800,000	-	-	-	-	-	-	3,800,000
2024-25	-	-	-	-	4,450,000	-	-	-	4,450,000
2025-26	-	-	-	-	2,200,000	-	-	-	2,200,000
2032-33	16,000,000	-	-	-	-	-	-	-	16,000,000
2033-34	-	1,100,000	-	-	-	-	-	-	1,100,000
2035-36	-	10,900,000	-	-	-	-	-	-	10,900,000
TOTAL	51,300,000	44,150,000	2,350,000	32,800,000	21,000,000	-	11,350,000	20,050,000	183,000,000

**Table 4**  
**SONOMA COUNTY WATER AGENCY**  
**SCHEDULE OF ACTUAL WATER DELIVERIES IN ACRE FEET (BY CUSTOMER TYPE)**  
**FY 2000-01**

Aq, No.		Jul-00	Aug-00	Sep-00	OCT 00	NOV 00	DEC 00	JAN 01	FEB 01	MAR 01	APR 01	MAY 01	JUN 01	TOTAL
<b><u>Water Contractors</u></b>														
1	City of Santa Rosa	2,709.6	3,289.3	1,310.4	2,868.2	1,454.3	1,229.1	1,466.2	1,166.1	1,329.9	1,872.2	2,542.8	2,637.3	23,875.6
2	City of Petaluma	1,237.5	1,220.3	992.9	1,000.4	584.1	485.5	620.4	444.0	515.6	801.9	1,075.5	1,124.8	10,102.8
2	North Marin Water Dist.	1,115.5	1,060.0	978.3	566.5	484.9	235.9	656.8	455.5	542.7	781.9	1,246.5	998.3	9,122.9
2	City of Rohnert Park	378.5	371.1	279.7	263.0	160.7	143.9	200.9	133.5	102.3	151.6	296.4	387.9	2,869.5
2	City of Cotati	101.2	94.1	71.3	68.4	40.5	25.9	33.3	32.2	36.7	52.0	75.6	82.0	713.1
3	Forestville Co Water Dist.	64.8	65.4	49.7	42.4	24.3	20.2	26.5	19.6	24.6	37.3	59.7	61.7	496.2
4	City of Sonoma	292.1	284.6	247.0	239.6	148.3	129.5	147.9	121.2	139.7	206.2	268.3	251.2	2,475.5
4	Valley of the Moon Dist.	363.6	351.0	292.5	254.7	144.4	124.4	154.7	137.6	162.0	230.4	329.4	320.1	2,864.7
	<b>TOTAL PRIMES</b>	<b>6,262.8</b>	<b>6,735.8</b>	<b>4,221.7</b>	<b>5,303.2</b>	<b>3,041.5</b>	<b>2,394.4</b>	<b>3,306.7</b>	<b>2,509.7</b>	<b>2,853.6</b>	<b>4,133.5</b>	<b>5,894.2</b>	<b>5,863.3</b>	<b>52,520.4</b>
<b><u>Other Agency Customers</u></b>														
1	Larkfield Water Co	101.4	81.3	49.3	35.4	9.8	7.9	10.9	1.1	1.2	9.9	71.2	71.7	451.1
2	Penngrove Water Co	21.4	21.1	16.6	16.2	11.5	10.7	11.9	9.4	11.4	16.5	21.9	24.5	193.1
4	Lawndale Mutual	7.8	7.7	5.8	5.1	2.2	1.8	2.0	4.4	2.5	4.8	6.5	7.8	58.4
4	Kenwood Village Water Co	0.4	0.3	0.1	0.1	0.1	0.0	0.1	0.1	0.1	0.1	1.7	0.7	3.7
1	Town of Windsor	115.6	112.5	17.7	5.7	1.8	1.5	1.5	2.4	1.6	6.4	17.9	86.4	370.9
	<b>TOTAL OTHER</b>	<b>246.6</b>	<b>222.9</b>	<b>89.4</b>	<b>62.5</b>	<b>25.4</b>	<b>21.9</b>	<b>26.4</b>	<b>17.4</b>	<b>16.8</b>	<b>37.7</b>	<b>119.1</b>	<b>191.1</b>	<b>1,077.2</b>
<b><u>Marin Municipal WD</u></b>														
2	Marin Municipal	558.9	609.4	378.4	803.3	638.1	804.1	923.5	797.7	834.1	742.5	477.9	461.6	8,029.3
<b><u>Surplus Customers</u></b>														
1	Irrigation-Santa Rosa Aq	59.7	41.0	22.0	49.7	0.3	0.1	0.2	0.3	2.3	32.0	21.8	34.5	263.8
4	Irrigation-Sonoma Aq	15.4	25.7	9.9	4.7	3.3	1.5	1.9	1.5	1.9	7.7	24.9	15.2	113.6
1	Other Gov-Santa Rosa Aq	0.3	0.3	0.3	0.4	0.3	0.2	0.2	0.2	0.2	0.2	0.3	0.9	3.8
4	Other Gov-Sonoma Aq	2.2	2.1	2.1	1.5	0.6	0.5	0.5	0.5	0.5	1.0	1.7	2.1	15.3
	<b>TOTAL ALL OTHER</b>	<b>77.5</b>	<b>69.1</b>	<b>34.4</b>	<b>56.3</b>	<b>4.4</b>	<b>2.3</b>	<b>2.8</b>	<b>2.5</b>	<b>4.9</b>	<b>40.9</b>	<b>48.7</b>	<b>52.7</b>	<b>396.5</b>
<b><u>TOTAL DELIVERIES</u></b>														
		<b>7,145.9</b>	<b>7,637.2</b>	<b>4,723.9</b>	<b>6,225.2</b>	<b>3,709.3</b>	<b>3,222.7</b>	<b>4,259.4</b>	<b>3,327.3</b>	<b>3,709.4</b>	<b>4,954.5</b>	<b>6,539.9</b>	<b>6,568.7</b>	<b>62,023.4</b>

Aqueducts:

1 = Santa Rosa

2 = Petaluma

3 = Forrestville

4 = Sonoma

**Table 5 - Entitlements of Contractors  
Eleventh Amended Water Supply Agreement**

Water Contractors	Peak Month mgd (1)	Annual ac-ft/yr (2)
Cotati	3.8	1,520
Petaluma	21.8	13,400
Rohnert Park	15.0	7,500
Santa Rosa	56.6	29,100
Sonoma	6.3	3,000
Forestville WD (3)	1.5	n/a
Valley of Moon WD	8.5	3,200
North Marin WD	19.9	14,100
Other Agency Customers (4)	2.7	n/a
Sub-total	136.1	71,820
Marin Municipal WD (5)	12.8	14,300
Total	148.9	86,120

Notes:

- 1 Defined as maximum average day demand of any month.
- 2 Annual cap conforming to existing General Plan or General Plans that cover service territory. Not applicable to Marin Municipal WD.
- 3 No annual limit as Forestville WD did not increase Peak Month entitlement when signing Eleventh Amended Agreement for Water Supply
- 4 Includes Town of Windsor. Agreement provides no annual limit on Other Agency customers demand.
- 5 Limit from May through October provided delivery does not interfere with delivery of entitlements to contractors listed above and other Agency customers. Cannot be reduced due to deficient aqueduct capacity once parallel aqueduct between Ely and Kastania pumping plants is built.

**Table 6 - Powers of the WAC  
Enumerated in the Eleventh Amended Agreement for Water Supply**

Section 5.2 of the Eleventh Amended Agreement states: “Except as provided herein to the contrary, the power of the Water Advisory Committee is limited to that of collective spokesperson for the water contractors and shall be advisory only in nature.” The exceptions, i.e. the powers of the Water Advisory Committee are:

1. Determines compliance with water conservation mandates of the Eleventh Amended Agreement (Section 1.12).
2. Determines the amount of SCWA surplus well capacity the SCWA shall develop for emergency backup purposes (Section 2.2)
3. Must approve the undertaking and funding of conservation projects (Section 2.5).
4. May approve studies it wishes be undertaken by SCWA (Section 2.3 (a)).
5. Rules on the need for an amendment of agreement on questions that arise concerning additions or alterations of the Transmission System (Section 2.3 (b)).
6. Must approve the acquisition of the Potter Valley Project or any part thereof (Section 2.4).
7. Must approve payment to others of any operating costs of the Potter Valley Project to keep it going (Section 1.1 m).
8. Must approve any amendment of or any subsequent agreements between SCWA and Marin Municipal Water District regarding sale of water (Section 3.12).
9. For the purposes of SCWA rate making, may decide to change criteria used to provide adequate predication of aqueduct sales during drought events (Section 4.1(c)).
10. Determines the amount of prudent operating reserve to be maintained by SCWA (Section 4.2 (b)).
11. Determines amount of additional funds for storage and common facility capital improvement funds to be raised by SCWA via operation and maintenance rate surcharges - so called “pay as you go funds” (Section 4.2 (b)).
12. Determines amount of aqueduct capital charges to levy for aqueduct facilities over and above debt service on any bonds and amount of capital charges for major replacement of all or any portion of the Santa Rosa, Forestville, Sonoma, Petaluma and Russian River to Cotati Intertie Aqueducts (Section 4.3 (e), 4.4 (e), 4.5 (e), and 4.6 (e) and 4.10 (b) respectively).
13. Determines amount of capital charge for storage facilities over and above debt service on any bonds (Section 4.11 (b)).
14. Reviews any project proposed by SCWA that would have a significant impact of capital requirements or operation and maintenance costs (Section 5.1 (b)).
15. Approves hiring of consultants that answer to the WAC for study and analysis and other purposes the WAC deems necessary (Section (5.3 (c)).

Prepared by John Olaf Nelson Water Resources Management, 6/28/01

**Table 7**  
**Recap of Memorandum of Understanding Regarding**  
**Water Transmission System Capacity Allocation During Temporary Impairment\***

**1 Parties:** Cities: Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma and Windsor  
Special Districts: Forestville Water District, North Marin Water District, Marin Municipal Water District, Sonoma County Water Agency and the Valley of the Moon Water District (11 Parties in all).

**2 Term:** September 30, 2005 (5 yrs + 3 months). May be extended by agreement of all parties.

**3 Applicable Period (Impairment Period):**

Summer Months (June, July, August and September of 2000 through 2005)

**4 Definitions that apply:**

Same as Tenth Amended Agreement; plus following,

1. “standby local peak month production capacity” means the potable water capacity in mgd that the parties to the agreement, other than the Agency, can be reliably produce throughout the summer months from their own facilities; and,
2. “peak demand” means average day demand in mgd during the maximum use summer month; and,
3. “reasonable requirement” for each of the years covered by the MOU means the historic peak demand + 2%/yr compounded.

**5 Average Monthly Delivery Rates that Parties agree to do their best to adhere to:**

See Table 1. (Note: Table 1 limits only apply if Transmission System delivery capacity is greater than 84 mgd. If it falls below 84 mgd, the shortage provisions of Section 3.5 of the Tenth Amended Agreement apply.)

**6 Can Parties exceed the Table 1 delivery rates without penalty?**

Yes, but only up to the their entitlement limit as set forth in the Tenth Amended Agreement.

**7 Can Table 1 delivery rates be changed?**

Yes, by a “must meet two test” vote of the Parties. The first test is a majority of weighted votes (each Party has a weighted vote in proportion to their Tenth Amended Agreement entitlement or, in the case of MMWD and Windsor, their assigned voting power). The second test is that seven of the eleven parties approve.

**8 What’s expected of the Agency to resolve the temporary impairment?**

Use best efforts to build three badly needed improvements as soon as possible:

1. Build Collector No. 6. This will boost delivery capacity at the head works of the Transmission System to 92 mgd.
2. Build north segment of the parallel Petaluma Aqueduct (segment from Cotati Tanks to Ely Booster). This will alleviate shortages downstream of Ely Booster.

3. Build a segment of parallel Sonoma Aqueduct (segment from Eldridge Tanks to Madrone Road). This will alleviate shortages downstream of Eldridge Tanks.

Funding Mechanism: As set forth in the Tenth and pending Eleventh Amended Agreements.

#### ***9 What's expected of the Other Parties to survive/resolve the temporary impairment?***

Implementation of a concurrent three pronged effort:

1. Expanded Conservation Efforts. Each Party is required to implement cost-effective Best Management Practices as defined by the California Urban Water Conservation Council (see Attachment A for recap of 14 BMPs), including analysis and presentation of a conservation rate structure to its Board/Council that targets peak month use.
2. Recycled Water Projects. Each Party is required to evaluate and present cost-effective recycled water projects that offset potable water use to its Board/Council.
3. Local Standby Supply. Each Party commits to use best efforts to expand standby local peak month production capacity (wells/surface supplies).

Funding Mechanism: Provisions of the Tenth and pending Eleventh Amended Agreements. Water Advisory Committee to determine and make recommendations to Agency by November 1 of each year as to which projects are to receive funding support in subsequent fiscal year.

#### ***10 Additional Special Efforts Required/Offered:***

NMWD: Attenuate production from Stafford Lake (thus reducing peak month demand on the Transmission System) by going to 24 hour operation of Stafford Treatment Plant

Rohnert Park: Install meters on all unmetered accounts.

Sonoma and VOMWD:

Undertake demonstration project using wireless technology to automatically control residential irrigation valves using CIMIS evapotranspiration data.

Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma, NMWD, VOMWD and Windsor:

Accelerate BMP 5 to July 1, 2001 (BMP 5 requires offering audits to large landscape sites, and ET scheduling information and feedback to customers having irrigation only connections to water system.

MMWD Evaluate feasibility of 3 mgd recycled water project.

Prepared by John Olaf Nelson Water Resources Management, 1833 Castle Dr, Petaluma, CA

Table 8 - Timeline for Negotiation of New Master Water Supply Agreement (1)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
By: JONWRM, Last Revised on 9/1/01																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					

**Notes to Table 8:**

- 1 Between Sonoma County Water Agency, current regular water contractors (Santa Rosa, Petaluma, Sonoma, Rohnert Park, Cotati, North Marin WD, Valley of the Moon WD, and Forestville WD), and Marin Municipal Water District (MMWD) and Town of Windsor.
- 2 Information on background, history, setting, need for new agreement, potential issues, and proposed Mission Statement will be presented. Focus will be to attempt consensus on Mission Statement and to flesh out issues.
- 3 John Nelson (JONWRM) and Tom Jacobson (with input from WAC/Chair of WAC) will design workshop and prepare notice. SCWA prints and distributes by mail to interested parties/persons and posts on web site.
- 4 Workshop held, generally evening hours from 7:00 PM - 9:00 PM, led by Tom Jacobson with assistance from student aids and presentations by various experts as needed.
- 5 Workshop summary typed by Santa Rosa, edited by Consultants and distributed by mail to interested parties/persons and posted on web site. Consultants provide advice on issue framing and solution finding.
- 6 WAC debates/votes on Mission Statement. MMWD and Windsor invited to participate in this debate/vote.
- 7 Detailed discussion of Issues. Attempt to develop and identify key issues that are appropriate to deal with in new agreement.
- 8 WAC debates/votes on list of issues that should be addressed in new agreement. MMWD and Windsor invited to participate in this debate/vote.
- 9 Proposed framework of the agreement will be presented and debated at this workshop. Consultants envision document that will take the form of a "Contents" section with brief explanation of each paragraph (boilerplate elements will not be included).
- 10 WAC debates/votes on contents of proposed agreement. MMWD and Windsor invited to participate in this debate/vote.
- 11 Presentation of initial draft of new agreement. ESA compliance will not be completely addressed in this initial draft. Focus will be to solicit debate and comment on the draft and identify key issue areas in contention.
- 12 WAC will debate and give direction on key remaining areas of contention. MMWD and Windsor invited to participate in this debate/vote.
- 13 A draft of the Biological Assessment (BA) is expected to be available by February 2002. SCWA plans to "final" BA by May. This document will give insight into what SCWA will be facing in terms of capital and operating costs to comply with the Endangered Species Act. Confirmation of the BA in the form of a Biological Opinion from NMFS is not expected until the end of calendar 2002.
- 14 WAC debates/votes on probable fiscal impacts of compliance with ESA and develops consensus on additional issues to be addressed in agreement.
- 15 A number of drafts will be exchanged between the parties before this workshop. The goal is to achieve consensus among the parties, or near consensus, on this the proposed agreement. Focus will be to solicit public debate and comment on the proposed agreement.
- 16 WAC and MMWD and Windsor representatives vote on whether to recommend agreement to decision makers for approval.
- 17 This section of the timeline is an ongoing iterative process.
- 18 Each party to the agreement will designate one staff person (or contract engineer or attorney) as their lead negotiator and representative. The representative shall coordinate timely input and review by the party's attorney and decision makers. The Negotiation Team shall be made up these representatives. JONWRM shall facilitate and coordinate negotiations and argue and debate points with the aim of achieving consensus of the parties. Negotiations will progress in meetings of the team and separately between JONWRM and the parties and amongst the parties as deemed appropriate by each party. The Negotiation Team will be designated as an ad hoc subcommittee of the WAC, have a specific purpose and terminate at conclusion of negotiations. As noted in the timeline, key decision points will involve the full WAC augmented by MMWD and Windsor for so long as the WAC determines these potential new signatories remain committed to the proposition of being included in the new agreement.
- 19 Negotiation Team representatives will involve the respective attorneys representing each party as needed. Input from attorneys shall be coordinated by team representatives to be timely and thus not delay the negotiation process.
- 20 Detailed bimonthly status reports shall be made by negotiation team representatives to their respective decision makers. These reports shall solicit feedback which is the consensus of the body politic involved to assure all policy issues appropriate for inclusion in the agreement are addressed.
- 21 If compliance with ESA involves funding of new capital improvements not identified in the Water Supply and Transmission System Project EIR, then an EIR addressing same may be required and the timeline will probably need to be extended. If such new projects are not identified or the WAC determines they should not be included in the new agreement at this time, an Environmental analysis commencing about 6 months before approval of the agreement by the first signatory will likely suffice.
- 22 Following their own policies, each proposed signatory will consider the new agreement for formal approval.